



Los Angeles County  
Board of Supervisors

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August 15, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT TO AGREEMENT WITH FORTINO  
CASTANEDA, M.D., INC. FOR CONTINUED RADIOLOGY AND  
TELERADIOLOGY SERVICES**  
(2nd District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to execute and sign Amendment No. 1 (Exhibit I) to Agreement No. H-701705 with Fortino Castaneda, M.D. Inc., for the continued provision of radiology and teleradiology services to Martin Luther King, Jr./Drew Medical Center, by extending the term of this Agreement, effective September 1, 2006 through February 28, 2007, for a total maximum obligation of \$700,000.
2. Delegate authority to the Director of Health Services, or his designee, to extend the term of Agreement, month-to-month, for a maximum of six months, effective March 1, 2007 through August 31, 2007, for a total maximum obligation of \$700,000.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Approval of the Amendment to the Agreement with Fortino Castaneda, M.D., Inc. (Fortino) will provide Martin Luther King, Jr./Drew Medical Center (King/Drew) with additional radiologists to ensure the continued provision of radiology services for the patients served at King/Drew.

The radiology and teleradiology services will include as-needed on-site coverage which is necessary to address staffing shortages, peak workloads and emergencies at King/Drew.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

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FISCAL IMPACT/FINANCING:

The total maximum obligation for the Amendment to the Agreement to extend the contract term effective September 1, 2006 through February 28, 2007 is \$700,000. The total maximum obligation for the month-to-month extension of the contract term effective March 1, 2007 through August 31, 2007 is \$700,000. Funding is available in the Fiscal Year 2006-07 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The recruitment and retention of qualified physician radiologists continues to be difficult for the Department of Health Services (DHS or Department). Maintaining adequate staffing of radiologists at King/Drew became particularly problematic beginning June 2004 when the Accreditation Council on Graduate Medical Education removed the accreditation of King/Drew's radiology resident training program. Consequently, not only did King/Drew lose the supplemental coverage provided by medical residents, but several attending radiologists also left the facility.

King/Drew has attempted to fill its radiology services gaps with agency services, however, additional staff are needed to adequately cover the radiology service needs for the facility.

On May 17, 2005, in order to address the need for critical night shift radiology services, the Department obtained Board approval for a sole source agreement with Rad-Image Medical Group, Inc. for the provision of teleradiology services. This action allowed King/Drew to effectively alleviate a backlog within the Radiology department. A continuation of these additional services is necessary to maintain the workflow.

On October 18, 2005, the Board approved a sole source Agreement with Fortino to provide additional radiologists to augment the number of staff available to provide radiology and teleradiology services to King/Drew. These additional contract services were necessary to address the peak workloads and emergencies at the facility.

The provision of teleradiology services by Fortino radiologists was contingent upon the implementation of a teleradiology system by October 1, 2005, and the teleradiology system was implemented in November 2005. The current distribution of radiology reads are 80% by teleradiology and 20% at the facility site.

Fortino's radiologists will provide King/Drew with the additional staff necessary for radiology coverage from Sunday through Thursday, 6:00 p.m. through 7:00 a.m. daily and on-site physician radiology coverage from Friday 6:00 p.m. through Sunday 6:00 p.m., if requested by the County.

Payment to Fortino for teleradiology and radiology services is set on a fee per-study basis, for each study for which there is a dictated and signed report. Payment rates are unchanged.

The recommended Amendment to the Agreement with Fortino will be effective September 1, 2006 through February 28, 2007 with delegated authority to extend the contract term month-to-month for a maximum of six months through August 31, 2007. The County may terminate the Agreement upon a 30-day advance written notice to Fortino, and Fortino may terminate the Agreement upon a 60-day advance written notice to the County.

The Amendment includes the revised language for Contractor Responsibility and Debarment and the Agreement includes all of the standard provisions mandated by the Board. In addition, the Agreement includes mutual indemnity provisions and coverage of malpractice liability for off-site teleradiology services.

Attachments A and B provide additional information.

County Counsel has reviewed and approved Exhibit I, as to use and form.

CONTRACTING PROCESS:

The recommended initial sole source agreement with Fortino was necessary to ensure the continuation of radiology services at King/Drew and address critical staffing shortages, peak workloads and emergencies at the facility.

An open competitive selection process was not completed and released due to the need to complete an analysis of the appropriate type of solicitation which will meet the needs of the Department.

The Department intends to develop and complete a solicitation to establish a list of available radiologists for utilization as required to ensure that as needed staffing is available to adequately cover the service needs at King/Drew and other DHS facilities.

The Department has determined that these services are subject to Proposition A guidelines, however, the extension is temporary. The Department's solicitation will comply with the Proposition A contracting guidelines and requirements.

All solicitations will be advertised on the Los Angeles County Online website.

IMPACT ON CURRENT SERVICES (OR PROJECT):

Board approval of the recommended amendment will ensure the continued provision of physician radiology services to the patients at King/Drew.

The Honorable Board of Supervisors  
August 15, 2006  
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:ks  
BLFortinoAmend1.ks.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENTS

1. TYPE OF SERVICE/PROJECT:

As needed physician radiology and teleradiology services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Fortino Castaneda, M.D. Inc.  
3686 Yorkshire Road  
Pasadena, California 91107  
Attention: Fortino Castaneda, M.D. , Chief Executive Officer  
Telephone: (626) 437-9516

3. TERM:

September 1, 2006 through August 31, 2007.

4. FINANCIAL INFORMATION:

The total maximum obligation for the Amendment to the Agreement to extend the contract term effective September 1, 2006 through February 28, 2007 is \$700,000. The total maximum obligation for the month-to-month extension of the contract term effective March 1, 2007 through August 31, 2007 is \$700,000. Funding is available in the Fiscal Year 2006-07 Adopted Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

Second District.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Administrator and Medical Director at Martin Luther King, Jr./Drew Medical Facility.

7. APPROVALS:

Martin Luther King, Jr./Drew Medical Center: Antionette Epps, CEO

Contracts and Grants: Cara O'Neill, Division Chief

County Counsel (review): Anita Lee, Principal Deputy County Counsel

**RADIOLOGY AND TELERADIOLOGY SERVICES AGREEMENT**

**MAXIMUM RATES BY AGREEMENT**

A. Professional Services: In payment for Professional Services and each and every other responsibility imposed on Contractor by the Agreement, including but not limited to the obligation to make physicians available as specified in Paragraph 2.C of Exhibit A-1 of the Agreement, except Administrative Services, Contractor will receive a fee based on the following schedule. The fee will be paid for each Study for which there is a dictated and signed report.

- (1) Magnetic Resonance: \$55 per Study
- (2) Computed Tomography: \$45 per Study
- (3) Ultrasound: \$35 per Study
- (4) General Diagnostic Studies: \$15 per Study
- (5) Gastrointestinal Studies: \$100
- (6) Nuclear Medicine Studies: \$45
- (7) Angiography performed while providing services onsite during prescheduled hours: \$700
- (8) Angiography performed after Contractor came in during non-scheduled hours: \$900
- (9) Other interventional procedures, including but not limited to, PICC Line insertions to be completed only when Contractor is scheduled to provide service on-site: \$150.

B. "Study" is defined as a procedure that is described using a distinct procedural code under the Current Procedure Terminology (CPT) of the American Medical Association, and which would warrant a separate payment under the rules applied by the Medicare Program. For example, if two (2) CPT codes are utilized, consistent with the rules applied by the Medicare Program to describe the professional services furnished under this Agreement, there would be a fee for two (2) Studies under this Agreement.

C. Payment for each Study described in categories 7 and 8 above includes payment for the complete provision of services, i.e., preliminary procedures and/or preparation for the examination, the provision of the actual examination, the overall interpreting process, and all required follow-up to insure the report is accurate and released to the referring physician in the time frames provided for in this Agreement.

RADIOLOGY AND TELERADIOLOGY SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and FORTINO CASTANEDA, M.D., INC.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"RADIOLOGY AND TELERADIOLOGY SERVICES AGREEMENT" dated October  
18, 2005 and further identified as County Agreement Number H-  
701705, and any Amendments thereto (all hereafter referred to as  
"Agreement");

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective  
September 1, 2006.

2. Paragraph 1, TERM AND TERMINATION of the body of this  
Agreement shall be amended to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence upon date of Board approval, and shall continue in full force and effect to and including February 28, 2007, unless terminated sooner pursuant to the terms of this Agreement. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon mutual agreement of the parties. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension.

Except as otherwise set forth below, this Agreement may be terminated at any time by the County, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the Contractor.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its physician affiliates, fail to comply with the terms of this Agreement, or fail to carry out any directions within a reasonable time, by or on behalf of County issued pursuant to this Agreement.

County may also terminate this Agreement immediately if County has reasonable its physician affiliates or its principals, may be engaging in a course of conduct which



poses an imminent danger to the life or health of County patients.

County shall provide a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination", or upon the date specified in the Notice, whichever is later.

County's failure to exercise its rights of termination shall not constitute waiver of such rights, and the same may be exercised at any subsequent time.

This Agreement may be terminated at any time by the Contractor, with or without cause, upon the giving of at least sixty (60) calendar days' advance written notice thereof to the County."

3. Paragraph 4, DESCRIPTION OF SERVICES, of the body of the Agreement shall be amended to read as follows:

"4. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit A-1, attached hereto and incorporated herein by reference."

4. Paragraph 5, BILLING AND PAYMENT, of the body of the Agreement shall be amended to read as follows:

"5. BILLING AND PAYMENT: All billings by Contractor

for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B-1, attached hereto and incorporated herein by reference.

Unless otherwise specified in writing signed by Director, neither Contractor, its principals nor its physician affiliates shall bill any patient or any payor for services rendered pursuant to this contract and shall consider payment by County to be payment in full for such services. Contractor shall assure that its principals and physician affiliates take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal.

Martin Luther King, Jr./Drew Medical Center (KDMC) is required to maintain patient and other records of physicians providing services at KDMC. Such records may include, but are not limited to: Physician Time Allocation Surveys and Professional Services Assignment Agreements. Contractor shall fully cooperate with KDMC in completing such records whenever requested by Administrator to do so."

6. Paragraph 6, MAXIMUM OBLIGATION, of the body of the Agreement shall be amended to read as follows:

"6. MAXIMUM OBLIGATION: The maximum compensation shall

be as follows:

A. For the period, date of Board approval through August 31, 2006, the maximum obligation shall not exceed One Million Four Hundred Thousand Dollars (\$1,400,000).

B. For the period, September 1, 2006 through February 28, 2007, the maximum obligation shall not exceed Seven Hundred Thousand Dollars (\$700,000).

C. For the period, March 1, 2007 through August 31, 2007, the maximum obligation shall not exceed Seven Hundred Thousand Dollars (\$700,000).

In the event that this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments, if any.

Contractor agrees that should it perform services not requested and specified under this Agreement, such

services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services."

7. Paragraph 32, CONTRACTOR RESPONSIBILITY AND DEBARMENT of the ADDITIONAL PROVISIONS shall be amended to read as follows:

"32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may

have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in

its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same

procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

8. Exhibit A-1, DESCRIPTION OF SERVICES is attached to this Amendment and incorporated into this Agreement by reference.

9. Exhibit B-1, BILLING, PAYMENT AND SCHEDULE OF RATES is attached to this Amendment and incorporated into this Agreement by reference.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

FORTINO CASTANEDA, M.D., INC.  
Contractor

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMEND1Fortino.KS:07/28/06

EXHIBIT A-1

DESCRIPTION OF SERVICES

RADIOLOGY AND TELERADIOLOGY SERVICES TO MARTIN LUTHER KING,  
JR./DREW MEDICAL CENTER

1. SERVICES TO BE PROVIDED:

A. Contractor shall provide or arrange for the provision of Radiology and Teleradiology Services (as hereinafter defined), in accordance with the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Radiology" and "Teleradiology Services" means the Professional Services and Coverage described in Section 2(A)(2) of this Exhibit A-1. "Reading Site", as used in this Exhibit A, is defined as a place at which radiologic images are interpreted for teleradiology services only. "Teleradiology" is defined as a radiologic professional interpretation of radiographic studies performed at a remote site with images transmitted electronically. "Service Site" is defined as a place at which radiologic procedures are performed and images obtained. The Service Site for this Agreement is located at Martin Luther King, Jr./Drew Medical Center (MLKD), 12021 South Wilmington Avenue, Los Angeles, California, 90059, a Medical Facility.

B. Contractor shall be expected to participate in departmental meetings, quality assurance activities, on-site medical conferences, the peer review process, and any other on-site activities deemed to be appropriate as requested by the Director, Administrator, Director, or radiology medical director, or their designated representative (hereafter referred to as "Administrative Services"). Contractor has no obligation to provide academic services. The obligations of Contractor shall not include overall physician responsibility for KDMC's radiological service under State licensing laws and regulations or under any hospital accreditation standards or requirements, and KDMC acknowledges that it is looking to KDMC radiologists to exercise and fulfill such physician responsibility.

2. CONTRACTOR RESPONSIBILITIES:

A. Professional Services: Contractor shall provide or arrange for the provision of the following services (collectively, the "Professional Services"):

1. Radiology Services:

(a) Interpretation of diagnostic radiographic examinations, computed tomography, magnetic resonance imaging, nuclear medicine, gastrointestinal and genitourinary examinations, ultrasound, and interventional radiographic

examinations;

(b) Preparation of reports shall be as follows:

(1) The report on all procedures annotated as being "stat" priority by KDMC shall be dictated by Contractor into the dictation system provided by KDMC and within thirty (30) minutes of receiving the image. The referring physician may therefore access the report through the telephone or the Internet. It is assumed that all emergency room services are "stat".

(2) All non-emergency procedures for inpatient with no specific priority annotation shall be considered to be routine and the report on such images shall be dictated by Contractor into the dictation system provided and within one hundred twenty (120) minutes of Contractor receiving the image;

(3) All non-emergency procedures for outpatients with no specific priority annotation shall be considered to be routine and the report on such images shall be

dictated by Contractor into the dictation system provided and within three hundred sixty (360) minutes of Contractor receiving the image;

(4) If Affiliated Physician or Principal of Contractor determines that a condition reflected in an image requires immediate attention, he or she shall contact appropriate personnel at KDMC by telephone.

(5) All interpretations shall be signed by the Affiliated Physician or Principal who interpreted the image within twelve (12) hours of receipt of the transcribed report. However, in no case shall a report be signed more than seventy-two (72) hours after it was dictated.

(c) Professional consultation to KDMC Radiology Department staff, including technologists, sonographers, supervisors, nursing staff, and other attending and consulting physicians, as requested by KDMC.

(2) Teleradiology Services:

(a) Perform interpretation of radiographic images received at a reading site from KDMC.

(b) Telephone consultation by the Contractor

with a physician, physician designee, or nurse at the KDMC, to the extent that the patient's condition requires such consultation, and the consultation has been requested from KDMC prior to or immediately following dictation or other communication by Contractor that indicates that there exists on the image a condition/result needing immediate attention and/or requiring clarification; and

(c) Preparation of reports shall be as follows:

(1) The report on all procedures annotated as being "stat" priority by KDMC shall be dictated by Contractor into the dictation system provided by KDMC and within thirty (30) minutes of receiving the image. The referring physician may therefore access the report through the telephone or the Internet. It is assumed that all emergency room services are "stat";

(2) All non-emergency procedures for inpatient with no specific priority annotation shall be considered to be routine and the report on such images shall be dictated by Contractor into the dictation

system provided and within one hundred twenty (120) minutes of Contractor receiving the image;

(3) All non-emergency procedures for inpatients with no specific priority annotation shall be considered to be routine and the report on such images shall be dictated by Contractor into the dictation system provided and within three hundred sixty (360) minutes of Contractor receiving the image;

(4) If Affiliated Physician or Principal of Contractor determines that a condition reflected in an image requires immediate attention, he or she shall contact appropriate personnel at KDMC by telephone.

(5) All interpretations shall be signed by the Affiliated Physician or Principal who interpreted the image within twelve (12) hours of receipt of the transcribed report. However, in no case shall a report be signed more than seventy-two (72) hours after it was dictated.

B. Business License: County acknowledges that the requirement that a Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of teleradiology services described in this Agreement is waived. However, Contractor must possess a current business license at the time of contract execution, and continuously thereafter throughout the term of the Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division, with a copy of its current business license(s) and appropriate Employer Identification Number.

C. Hours of Coverage:

(1) The actual hours of service to be provided by Contractor shall be established by Administrator after notice and consultation with Contractor. Administrator may require Contractor's services on a shift, hourly or procedure specific base at Administrator's discretion, and may change the established hours at any time upon reasonable notice to Contractor, and after consultation with Contractor.

(2) Radiology Services:

(a) Contractor shall be prepared to provide on-site physician coverage by an affiliated



physician or principal to perform Professional Services during the hours of 6:00 p.m. Friday through 6:00 p.m. Sunday, Pacific Time, including holidays.

(b) Administrator may utilize Contractor's services during any other time periods specified by Administrator with Contractor's consent.

(3) Teleradiology Services:

(a) Contractor shall provide an affiliated physician or principal to perform Professional Teleradiology Services as requested and agreed upon with Administrator, but at a minimum during the hours of 6:00 p.m. through 7:00 a.m. Sunday through Thursday, Pacific Time, including holidays.

D. Additional Provisions:

(1) Contractor shall use the dictation system provided by KDMC to prepare final reports.

(2) Contractor shall ensure that an affiliated physician and/or principal is always available for direct physician consultation.

E. Qualifications of Affiliated Physician or Principal: Each Affiliated Physician or Principal shall:

(1) Possess the necessary license(s) to perform

the professional services required under this Agreement;

(2) Maintain medical staff privileges at KDMC;  
and;

(3) Be certified by the American Board of Radiology.

F. Additional Services: Additional Services shall be provided as follows:

(1) Contractor shall provide ongoing maintenance of the global network infrastructure implemented for teleradiology services to meet the demands of KDMC.

(2) Contractor shall provide ongoing maintenance of the Teleradiology connection implemented with KDMC and continue to ensure that appropriate safeguards are in place.

(3) Contractor shall provide for technical support to address problems in the computer infrastructure used by Contractor to provide Teleradiology Services.

3. EQUIPMENT AND SUPPLIES: Contractor, at no cost to County, shall provide or arrange for the provision of the following items and services (collectively, the "Equipment and Supplies") for the purpose of providing optimal teleradiology services and associated processing of reports:

A. Computer hardware selected by Contractor, to be utilized at the Reading Site(s);

B. Computer operating system software selected by Contractor, to be utilized at the Reading Site(s), with the exception of KDMC software necessary to electronically connect with PACS and Affinity;

C. Installation of software at the Reading Site(s), and training on such equipment of personnel utilizing computer hardware and software at the Reading Site(s);

D. Facsimile and telephone to be utilized at the Reading Site(s) to communicate with KDMC; and

E. Any supplies, services, maintenance, repairs, and upgrades required to allow the use of the equipment described in Paragraphs 3A through D above for the provision of optimal teleradiology services and associated reports.

4. SUPPORT STAFF: County shall employ or contract for the services of the certified radiologic technologists, or other qualified and authorized personnel, to properly transmit images to the Reading Site(s).

5. COMMUNICATION OF STUDY INTERPRETATIONS: KDMC shall take such actions as may be necessary, including provision of sufficient resources at the hospital, to allow for the immediate communication to the referring physician and/or other appropriate physician(s) of all interpretations of studies performed by the

Affiliated Physicians and Principals and communicated to a Service Site.

6. MAINTENANCE OF FILMS AND PATIENT RECORDS: KDMC shall maintain all radiographic films and related patient records pertaining to studies interpreted by Affiliated Physicians and/or Principals in accordance with applicable federal and state laws. Upon request by Contractor for reasonable business purposes, including patient treatment or in connection with a professional liability claim, and after receipt from Contractor of any authorization or consent required by law, KDMC shall transmit electronic copies to Contractor and provide access to such films and records by the requesting party or its authorized agent, including the right to make copies thereof at the expense of the requesting party.

7. ADDITIONAL OBLIGATIONS OF KDMC:

A. KDMC shall notify Contractor of the telephone and facsimile numbers and contact person at each location providing images for purposes of receiving teleradiology services ("Service Site") prior to the Commencement Date.

B. In the event KDMC personnel at a Service Site experience difficulty in transmitting an image to a Reading Site, KDMC personnel shall notify Contractor of such difficulty by telephone immediately.

C. KDMC shall cooperate with Contractor in the

delivery of the services to be provided hereunder, including providing reasonable assistance to Affiliated Physicians or Principals seeking medical staff privileges at KDMC.

D. KDMC shall be responsible for obtaining or for causing the physician requesting the Professional Services at the Service Site to obtain any necessary informed consents from patients relating to the provision of Teleradiology Services.

E. KDMC shall cause Radiologists not covered by this Agreement to perform image review in the event that Contractor is unable to receive reviewable images and/or sufficient patient information from the Service Site during periods when Contractor is responsible for providing teleradiology services, for reason of failure of equipment referenced in Paragraphs 4. A. through D., above.

F. KDMC shall cause County employed Radiologists to exercise overall responsibility for KDMC's radiological service at each Service Site to the extent that such responsibility is required to be exercised by a physician or physician group under state licensing laws and regulations or under any applicable hospital accreditation standards or requirements.

G. KDMC shall provide necessary licenses and access to PACS and dictation systems for purposes of providing services under this Agreement.

H. KDMC shall provide the dictation system, paperwork supplies and all materials necessary for dictation.

8. PARKING SPACE: When providing services hereunder on site, Physician Affiliates and Principals shall be furnished by Administrator with parking at KDMC.

SOW.RAD.KING/FORT.6/22/06.KS

**EXHIBIT B-1**

**BILLING, PAYMENT, AND SCHEDULE OF RATES  
MARTIN LUTHER KING, JR./DREW MEDICAL CENTER**

1. BILLING AND PAYMENT: Contractor shall bill County in arrears, in accordance with the terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, the names of the patients treated, their KDMC Medical Record Number, type of services (procedures) provided, name of the Affiliated Physician or Principal who provided each service, date of service, the authorized rate, and any other charges or credits, as set forth in this Agreement. To the extent that Contractor is seeking payment for a services which is pay for on a per diem basis, such billing shall also indicate the amount of time spent providing the service.

Billings shall be made and forwarded to the attention of the KDMC Expenditure Management Division promptly at the beginning of each month for services provided in the prior month. Upon receipt of a complete and correct bill, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by KDMC, will be returned to Contractor for correction before payment is made.

2. COMPENSATION RATES: County shall compensate Contractor for providing services hereunder in accordance with the schedule of rate(s) listed below:

A. Professional Services: In payment for Professional Services and each and every other responsibility imposed on Contractor by this Agreement, including but not limited to the obligation to make physicians available as specified in Paragraph 2, Section C, 2. (b) of Exhibit A-1, except Administrative Services, Contractor shall receive a fee based on the following schedule. The fee will be paid for each Study for which there is a dictated and signed report.

- (1) Magnetic Resonance: \$55 per Study
- (2) Computed Tomography: \$45 per Study
- (3) Ultrasound: \$35 per Study
- (4) General Diagnostic Studies: \$15 per Study
- (5) Gastrointestinal Studies: \$100
- (6) Nuclear Medicine Studies: \$45
- (7) Angiography performed while providing services onsite during prescheduled hours: \$700
- (8) Angiography performed after Contractor came in during non-scheduled hours: \$900
- (9) Other interventional procedures, including but not



limited to, PICC Line insertions to be completed only when Contractor is scheduled to provide service on-site: \$150.

B. For purposes of this Exhibit B-1, "Study" means a procedure that is described using a distinct procedural code under the Current Procedure Terminology (CPT) of the American Medical Association, and which would warrant a separate payment under the rules applied by the Medicare Program. For example, if two (2) CPT codes are utilized, consistent with the rules applied by the Medicare Program to describe the professional services furnished under this Agreement, there would be a fee for two (2) Studies under this Agreement.

C. The agreed upon charges for services for each Study described in Professional Services, Section A., numbers 7 and 8 above includes payment for the complete provision of services, i.e., preliminary procedures and/or preparation for the examination, the provision of the actual examination, the overall interpreting process, and all required follow-up to insure the report is accurate and released to the referring physician in the time frames provided for in this Agreement.